

RESOLUTION NO. 165-22

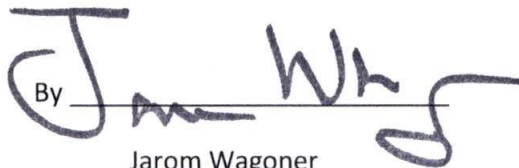
APPROVE RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE APRIL 15, 2019 DONATION AGREEMENT BETWEEN THE CITY OF CALDWELL AND CROOKHAM COMPANY FOR DEFERRAL OF SISTER'S PARK FRONTAGE IMPROVEMENTS UNTIL 2023 TO PERMIT THOSE IMPROVEMENTS TO BE CONSTRUCTED IN CONJUNCTION WITH THE FULL ROUNDABOUT EXPANSION.

THEREFORE BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council approve the execution and performance of the Amendment to Donation Agreement attached as **Exhibit A** and incorporated by this reference.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 18th day of April, 2022.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 18th day of April, 2022.

Approved,

By 

Jarom Wagoner

Mayor

ATTEST:

By 

City Clerk



MEMORANDUM

TO: Caldwell City Council
Meeting Date April 18th, 2022



AGENDA ITEM INFORMATION				
		Department Submittals	X to mark	Initials
<p><i>Approve Construction for the Expansion of the Indiana Ave and Ustick Road Roundabout in 2023 to Satisfy Agreement with Crookham Family on Park Donation</i></p>		Building Department		
		CDBG		
		Clerk		
		City Attorney		
		Finance Department		
		Human Resources		
		Planning & Zoning		
		Fire Department		
		Police Department		
		Public Works		
		Street Department		
		Water Department		
		WWTP		
		Engineering	X	PM
				Mapping
COST IMPACT:	TBD	Parks and Recreation		
FUNDING SOURCE:	\$443,745 URA, Remainder covered by Traffic Mitigation Funds	Airport		
		Information Systems		
TIMELINE:	2023	Golf Course		
		OTHER:		
<p>SUMMARY STATEMENT:</p> <p>As a condition of the 13+ Acre Sisters Park donation to the City of Caldwell by the Crookham Family, the City has agreed to the obligations set forth in the agreement attached. Park improvements include the frontage improvements along Ustick Road and Indiana Ave. Plans to improve a portion of the roundabout this year have been put on hold because of proposed developments on the remaining 3 corners of the roundabout. The entire roundabout project expansion will have less of a negative impact on the public and be more cost effective if it can be fully built at one time.</p> <p>For this reason, the Crookham Family has permitted deferral of this park frontage improvement until 2023, as long as the city will assure construction in this timeframe.</p>				
<p>RECOMMENDED ACTION:</p> <p>For City Council to approve the deferral of Sister's Park frontage improvements until 2023 and assure those improvements to be constructed in conjunction with the full roundabout expansion, to better coincided with private development on the remaining corners.</p>				

AMENDMENT TO DONATION AGREEMENT

This Amendment to Donation Agreement (“Agreement”), effective as of the ____ day of April, 2022 (“Effective Date”), is made and entered into by and between THE CITY OF CALDWELL, an Idaho municipal corporation (the “City”), of 411 Blaine Street, Caldwell, Idaho 83605, and CROOKHAM COMPANY (the “Donor”), of 301 Warehouse Street, Caldwell, 83605, to amend that certain DONATION AGREEMENT (“Original Agreement”) previously entered into between the parties on April 15, 2019 relevant to a donation and subsequent purchase and development of certain park Property described therein.

RECITALS

WHEREAS, under the Original Agreement City agreed to develop the Property and intends to construct frontage improvements adjoining the Property; and

WHEREAS, under the Original Agreement City agreed to complete such development by the end of the 2021 fiscal year; and

WHEREAS, the parties agree to defer and continue frontage improvements so that they can be coordinated with development of adjoining properties and the intersection southwesterly of the park Property generally.

NOW, THEREFORE, based on the mutual covenants herein, the Parties agree as follows:

AGREEMENT

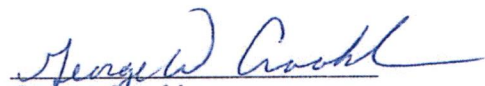
1. Section 3 of the Original Agreement is hereby amended in its entirety to read as follows:

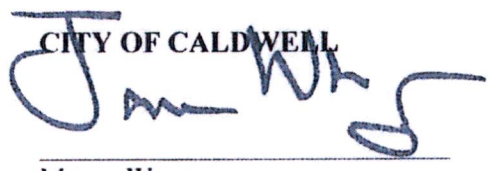
Use of the Gift. The Gift shall be applied towards the City’s purchase of the property at 2323 East Ustick Road, Caldwell, Idaho 83605 (“Property”), for which closing took place on March 27, 2019. The Gift shall serve as a reimbursement to the City for its purchase. Parties agree that the Property will be used by the City solely for public park, recreation, or open space purposes, and parties will execute a deed restriction indicating such use. Parties agree that the Property will be developed within two budget years, with completion by the end of the 2021 fiscal year. Provided, however, that construction of road frontage improvements adjacent to the Property shall be completed by the end of 2023.

2. All other terms of the Original Agreement are hereby affirmed.

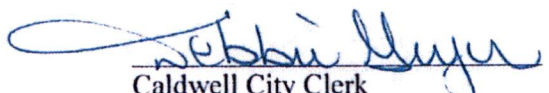
[End of text. Signatures follow.]

CROOKHAM COMPANY


George Crookham

CITY OF CALDWELL

Mayor Wagoner

Attest:


Caldwell City Clerk



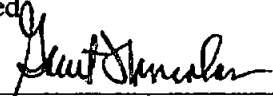
RESOLUTION NO. 96-19

APPROVE RESOLUTION AUTHORIZING THE EXECUTION OF A DONATION AGREEMENT WITH CROOKHAM COMPANY FOR A CHARITABLE GIFT TO THE CITY OF CALDWELL FOR THE PURCHASE OF CERTAIN REAL PROPERTY FOR THE SOLE USE AS A PUBLIC PARK.

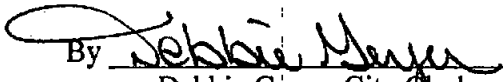
HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council authorizes the execution of the Donation Agreement with Crookham Company as set forth in full.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 15th day of April, 2019.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 15th day of April, 2019.

Approved
By 
Garret L. Nancolas, Mayor

ATTEST:

By 
Debbie Geyer, City Clerk



DONATION AGREEMENT

This Donation Agreement ("Agreement"), effective as of the 15TH day of April, 2019 ("Effective Date"), is made and entered into by and between THE CITY OF CALDWELL, an Idaho municipal corporation (the "City"), of 411 Blaine Street, Caldwell, Idaho 83605, and CROOKHAM COMPANY (the "Donor"), of 301 Warehouse Street, Caldwell, 83605, for the use and benefit of the City of Caldwell. Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

WHEREAS, Donor wishes to make a charitable gift to the City for the use and benefit of the City of Caldwell to apply to the purchase of certain real property, as set forth in this Agreement.

WHEREAS, the City desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the mutual covenants herein, the Parties agree as follows:

AGREEMENT

1. **Gift.** Donor hereby pledges to the City for its use and benefit the following gift: ONE HUNDRED THOUSAND DOLLARS and NO/100 (\$100,000.00) ("Gift").
2. **Payment of the Gift.** The Gift will be paid to the City upon execution of this Agreement.
3. **Use of the Gift.** The Gift shall be applied towards the City's purchase of the property at 2323 East Ustick Road, Caldwell, Idaho 83605 ("Property"), for which closing took place on March 27, 2019. The Gift shall serve as a reimbursement to the City for its purchase. Parties agree that the Property will be used by the City solely for public park, recreation, or open space purposes, and parties will execute a deed restriction indicating such use. Parties agree that the Property will be developed within two budget years, with completion by the end of the 2021 fiscal year.
4. **Gift Acknowledgment.** City understands, acknowledges, and agrees that Donor may be entitled to claim a charitable deduction under the Internal Revenue Code, and City agrees to take any and all further actions necessary and appropriate for Donor to qualify for and receive such charitable contribution deduction. Donor understands and agrees that City may make any improvements City deems necessary or convenient for the project taking place on the purchased land.
5. **No Partnership; No Fiduciary Duties.** Nothing contained in this Agreement shall be deemed or construed to create or constitute a partnership, joint venture or agency relationship

between the Parties. No Party shall owe any other Party any fiduciary duty of any kind whatsoever, and no Party shall have authority to act for another Party.

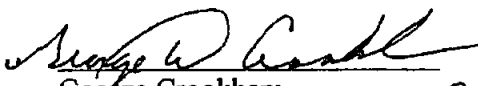
6. **Further Assurances.** Each Party shall use reasonable efforts to implement the provisions of this Agreement, and for such purpose each shall, without further consideration, promptly execute and deliver or cause to be executed and delivered to the other Party such consents, documents or other instruments in addition to those required by this Agreement as the other Party may reasonably require to implement any provision of this Agreement.

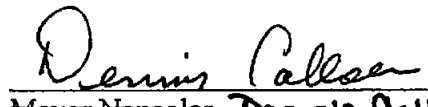
7. **General.**

- a. **Governing Law.** This Agreement will be governed in all respects by the laws of the state of Idaho.
- b. **Entire Agreement.** This Agreement sets forth the full and complete understanding and agreement of the Parties relating to its subject matter, and supersedes any prior or contemporaneous negotiations, agreements, understandings and representations.
- c. **Amendment.** This Agreement may only be amended by a document signed by each Party affected thereby.
- d. **Severability.** If any provision of this Agreement is, or is deemed, invalid, illegal or unenforceable in any respect under applicable law, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- e. **Interpretation.** Where the context requires, words importing the singular will include the plural and vice versa, and words importing persons will include entities. Headings are for convenience of reference only.
- f. **Attorneys' Fees.** If any action is filed or instituted by a Party to interpret or enforce the terms of this Agreement, the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and costs.
- g. **Counterparts.** This Agreement may be executed in two or more counterparts and each counterpart will be deemed an original and both of which will constitute one and the same instrument.

CROOKHAM COMPANY

CITY OF CALDWELL


George Crookham
CEO CROOKHAM COMPANY


~~Mayor Nancelas~~ Dennis Callan
Council President

Attest:


Caldwell City Clerk

